

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

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In re FEDEX GROUND PACKAGE  
SYSTEM, INC., EMPLOYMENT  
PRACTICES LITIGATION

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) Case No. 3:05-MD-527 RLM  
) (MDL 1700)  
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THIS DOCUMENT RELATES TO:

*Sharon Whiteside, et al. v. FedEx*  
*Ground Package System, Inc.,*  
Civil No. 3:07cv326 RLM-MGG (NC)

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OPINION AND ORDER

Twenty proposed class actions in this multi-district litigation docket came before me on March 13-14 for fairness hearings. The cases are on limited remand from the court of appeals, where nineteen of them awaited resolution. The Judicial Panel on Multi-District Litigation centralized the cases under 28 U.S.C. § 1407, but the cases haven't been consolidated, so each proposed settlement must be examined separately.

I. HISTORY OF THE MDL DOCKET

In July 2005, the JPMDL granted (over the plaintiffs' objections) FedEx Ground's second request to centralize a series of cases in which FedEx Ground drivers claimed to be employees, rather than the independent contractors their employment contracts announced. The Panel reasoned that economies were to be gained because all drivers were governed by the same contract. The MDL process proved cumbersome. Even if the wording of each contract was the same,

each state's agency law varied, and differences in operation from one terminal to the next had the potential of affecting the decision.

The number of cases in the MDL docket eventually grew to 40. I appointed attorneys from three law firms to serve as co-lead counsel: Lockridge Grindal Nauen P.L.L.P. of Minneapolis, Harwood Feffer LLP of New York City, and Leonard Carder LLP of Oakland. I also appointed attorneys from three other firms – Cureton Caplan, P.C. of Delran, NJ; Siegel, Brill, Greupner, Duffy & Foster, P.A. of Minneapolis; and Zimmerman Reed P.L.L.P. of Minneapolis – to complete the plaintiffs' steering committee.

The stakes were enormous. Not only did the plaintiffs' co-lead counsel seek to represent upwards of 10,000 arguably under-compensated drivers, but the attack on drivers' independent contractor status threatened FedEx Ground's entire business model.

Consistent with those stakes, discovery was more than extensive. Although damages discovery was deferred, merits discovery and class discovery were conducted simultaneously. Some 3.2 million documents were produced and analyzed; seventeen sets of interrogatories were answered; 215 named plaintiffs answered fifteen requests for admission and sat for depositions; 105 FedEx Ground personnel sat for daylong depositions; 20 expert witnesses produced reports and sat for daylong depositions; *Daubert* motions were filed and defended. The class representatives were heavily involved in tracking down records and documents, as well as in preparing for, and giving, their own depositions.

The plaintiffs filed class certification motions in each of the cases; FedEx Ground opposed each motion. The plaintiffs filed an omnibus fact memorandum supported by 65 bankers' boxes of documents. In 2007 and 2008, I certified classes in 26 of the then-40 cases, and in all of the 20 on limited remand from the court of appeals. FedEx Ground sought interlocutory appellate review of the certification grants, and the plaintiffs successfully opposed that effort. Class notifications were hampered by spotty databases.

Sixty summary judgment motions and briefing followed. The drivers filed a 75-page statement of undisputed material facts with citations to 12 volumes. In 2010 and 2011, I denied a few of FedEx Ground's summary judgment motions but granted most, and granted all in the 20 cases now on limited remand. With respect to some of the cases, I suggested remand and the Panel sent the cases back to the transferor courts. Co-lead counsel appealed the summary judgment grants in these 20 cases to the United States Court of Appeals for the Seventh Circuit; in most of those cases, FedEx Ground cross-appealed the class certifications.

In both this court and the court of appeals, the parties recommended that the Kansas *Craig* case be addressed first, as something of a quasi-bellwether case. After briefing and argument, the court of appeals certified the employee/independent contractor case to the Kansas Supreme Court, which devised a new 18-part test and answered the certified question in the drivers' favor. Craig v. FedEx Ground Package Sys., Inc., 335 P.3d 66 (Kan. 2014). The court of appeals ultimately reversed my grant of summary judgment to FedEx

Ground in *Craig*, and remanded the case. In re FedEx Ground Package Sys., Inc. Emp't Practices Litig., 792 F.3d 818 (7th Cir. 2015). In addition to the reversal in the Kansas case, rulings in other courts were trending toward findings of employee status, *see* Alexander v. FedEx Ground Package Sys., Inc., 765 F.3d 981 (9th Cir. 2014) (California law); Slayman v. FedEx Ground Package Sys., Inc., 765 F.3d 1033 (9th Cir. 2015) (Oregon law), or at least toward fact issues for trial. *See* Gray v. FedEx Ground Package Sys., Inc., 799 F.3d 995 (8th Cir. 2015) (Missouri law); Carlson v. FedEx Ground Package Sys., Inc., 787 F.3d 1313 (11th Cir. 2015) (Florida law).

The parties didn't immediately ask me to find for the Kansas drivers on liability and suggest remand to the United States District Court for the District of Kansas. Instead, the parties had chosen a mediator in an effort to resolve all of the cases remaining in the Seventh Circuit.

Each case was mediated separately, with some cases requiring several sessions. Each case was mediated with an eye on the governing law, which varied from case to case. The mediation spanned four weeks. The drivers and FedEx Ground exchanged experts' views as to the maximum recovery for each case if the drivers prevailed across the board. Settlements were reached in each case, and the court granted preliminary approval of each of the settlements. The plaintiffs then retained Rust Consulting to administer the settlements.

I conducted fairness hearings on March 13 and 14, 2017, and on March 15 and 16, I notified the court of appeals of my inclination to enter final approval

of the class settlements. The court of appeals entered a second limited remand order on March 22 to allow me to do so.

## II. FAIRNESS OF THE SETTLEMENT

Parties can't settle class actions without the court finding that the proposed settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e); Synfuel Technologies, Inc. v. DHL Express (USA), Inc., 463 F.3d 646, 652 (7th Cir. 2006); *see also* EEOC v. Hiram Walker & Sons, Inc., 768 F.2d 884, 889 (7th Cir. 1985) ("The district court may not deny approval of a consent decree unless it is unfair, unreasonable, or inadequate."). In that effort, we in this circuit consider several circumstantial factors:

(1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the opinion of competent counsel; and (6) stage of the proceedings and the amount of discovery completed.

Wong v. Accretive Health, Inc., 773 F.3d 859, 863 (7th Cir. 2014), quoting Gautreaux v. Pierce, 690 F.2d 616, 631 (7th Cir. 1982). Of those, the first is the most important. Martin v. Reid, 818 F.3d 302, 306 (7th Cir. 2016).

The *Whiteside* case was filed on May 2, 2007, in the Western District of North Carolina, and was centralized in this court under 28 U.S.C. § 1407 in July 2007. I granted the plaintiffs' motion for certification of a 707-member class in July 2009, and granted summary judgment to FedEx Ground in December 2010, finding that the plaintiffs were independent contractors under North Carolina law. The class appealed.

In June 2016, the parties reached a proposed settlement. FedEx Ground would pay \$20,000,000 to the plaintiffs. For each workweek of 35 or more hours during the class period, each class member would receive \$51.90; for each workweek of 16-35 hours, each class member would receive \$18.16. No class member would receive less than a \$250 lump sum. The average recovery per class member would be \$19,250, with the highest share being \$53,440. No plaintiff would be required to fill out, or collect the information needed for, a claim form. No part of the settlement fund would revert to FedEx Ground if anything were left over.

The proposed settlement resulted from arms-length negotiations with a private mediator. Each side took stock of potential liability and damages under North Carolina law. The class consulted an expert in accounting and damages, who concluded that the maximum recovery the plaintiffs could achieve would be \$30,714,643 or, if the treble damages provision was triggered, \$92,143,929, exclusive of interest. FedEx Ground believed that 80 percent of the drivers had lost their statutory claims because they had signed renewals of their operating agreements. The proposed settlement amounts to about 65 percent of the maximum recovery without treble damages, and 22 percent of a perfect outcome.

A perfect outcome would be a long way off. At this point, my ruling that these drivers are independent contractors under North Carolina law is the only judicial determination. The class would need for the court of appeals to find my ruling to have been in error; such an appellate ruling might consist only of a determination that North Carolina drivers might be employees, but a trial is

needed. Such a ruling would be followed by a likely FedEx Ground motion to decertify the class (seeking to exclude drivers who hired others to handle routes and arguing that “full time” drivers would be too difficult to identify and that incorporated entities can’t meet that definition), a remand to the district court in North Carolina, and a need to overcome defenses FedEx Ground didn't need to raise at the summary judgment stage. If the plaintiffs prevailed at trial, FedEx Ground would likely appeal. Before the settlement, then, the class needed to string together victories in many skirmishes, beginning with a reversal in the court of appeals. The position of an appellant is not one of strength. And receipt of any money by any plaintiffs would be a long time off, well beyond the ten years already invested in this litigation.

The plan for giving notice of the proposed settlement, and the third party administrator’s execution of the plan, are detailed thoroughly in the papers supporting the plaintiffs’ motions, and comply with the preliminary approval order, Federal Rule of Civil Procedure 23(e), and 28 U.S.C. § 1715.

No class member has objected to the proposed settlement. William Goswick sent in an untimely opt-out notice in November 2016; the time for opt-outs passed in 2008.

Every settlement is a compromise, but this settlement achieves a good percentage of what the plaintiffs might have won had the case ever reached trial. In the absence of settlement, the best case scenario for the class is probably complex, would very likely take many more years, and is certain to be expensive – perhaps more than what has been incurred to get to this point. There is no

opposition or objection. There is no indication or suggestion of collusion. Based on all of this, I find that the proposed settlement is fair, reasonable and adequate.

### III. ATTORNEY FEES

Plaintiffs' co-lead counsel seek an award of attorney fees of \$6,000,000 from the settlement amount. Our court of appeals favors the percentage-of-the-fund fee in common fund cases because it provides the best hope of estimating what a willing seller and a willing buyer seeking the largest recovery in the shortest time would have agreed to *ex ante*. See In re Synthroid Marketing Litig., 325 F.3d 974, 979-980 (7th Cir. 2003). As co-lead counsel calculate, that would be 30 percent of the \$20 million settlement fund. As I understand the law of this circuit, I must take another step or two before I can determine attorney fees.

In Redman v. RadioShack Corp., 768 F.3d 622, 630 (7th Cir. 2014), the court of appeals explained that if we simply divide the gross settlement figure by the attorney fee request, we saddle the class members with the costs of administration, which benefit the attorneys as well as the class members. Accordingly, the court explained, "[t]he ratio that is relevant to assessing the reasonableness of the attorneys' fee that the parties agreed to is the ratio of (1) the fee to (2) the fee plus what the class members received." Id.

In their memorandum in support of the motion for final approval, co-lead counsel indicate that they expect the \$20,000,000 class settlement fund to be allocated and distributed this way: about \$13,656,000 to the class; \$6,000,000 (if I award what counsel seek) for attorney's fees and costs; about \$54,000 to the



third-party administrator for settlement administration; \$15,000 (if I award what counsel seek) in service fees for each of the six named class representatives who sat for depositions in this action; and about \$200,000 (1 percent of the settlement) for a reserve fund for later payments to any self-identified class members.

The affidavit of the third-party administrator's representative in support of the plaintiffs' motion for final approval estimates that about \$66,426 is needed for settlement administration [Doc. No. 2944]. The exhibit attached to the settlement agreement itself estimates about \$53,794 for settlement administration [Doc. No. 2690-8]. I will base the amount withheld for administrative costs on the third-party administrator's estimates, and will authorize payment up to \$75,000 for the cost of settlement administration, to provide an adequate buffer for any additional costs that may be incurred. The service fees and the reserve fund would go to class members, so the total going to class members plus the requested attorney fees (and costs) would be \$19,925,000. A 30 percent fee, as calculated in accordance with *Redman v. RadioShack*, would be \$5,977,500.

The objectors in the New Jersey case filed a motion to treat all of the settlements as an aggregate "megafund," and award much lower percentages for attorney fees across the board. At the fairness hearing, counsel for the New Jersey objectors didn't persuade me that the New Jersey objectors have standing to object to proposed settlements in cases to which they aren't parties. I am denying their requests to treat these cases as a single "megafund," but the ruling

and its reasoning are to be found only in the opinion and order in the New Jersey case – the case in which the objectors have standing.

The Manual for Complex Litigation reports that in deciding an award of attorney fees, courts should consider the size of the fund to be shared by the attorneys and class members; the number of class members who will share; any understandings on attorney compensation methods actually reached at the outset of the attorney-client relationship; any side agreements class counsel might have made; any objections by class members; the attorneys' skill and efficiency; the litigation's complexity and duration; the risks of nonrecovery and nonpayment; the amount of time reasonably devoted to the case by counsel (a factor not favored in our circuit); and awards in similar cases. Manual for Complex Litigation (Fourth) § 14.121 (2004). Guides to determining a prevailing market rate include comparable contracts, data from large common-pool cases where fees were privately negotiated, and information on class-counsel auctions. In re Synthroid Marketing Litig., 264 F.3d 712, 719-722 (7th Cir. 2001). I must bear in mind that the greater the fee award, the lower the recovery by each class member. Redman v. RadioShack, 768 F.3d at 629. In evaluating these factors, I have relied on the convincing affidavit of Professor Brian T. Fitzpatrick, as well as the rest of the record in this case.

There have been no objections to the fee request, I have no information that any side agreements are involved, and the attorneys involved as co-lead counsel are very capable and experienced in wage and hour litigation (and they faced very capable and experienced attorneys that FedEx Ground hired). The size

of the common fund is \$19,925,000 after the third party administrator is paid, and up to 707 class members will share in the recovery.

The named plaintiffs and their attorneys agreed at the outset of the litigation that counsel would be compensated through a percentage of any recovery, to be set by the court.

The duration of the litigation has been far greater than usual – this case is ten years old. In part, that duration reflects this case’s having been co-mingled with the other cases in the MDL docket – it would have taken a judge in the Western District of North Carolina far less time to resolve class certification issues and summary judgment motions under North Carolina law than it took me to decide such things under the laws of 40 or so states – but it also reflects the complexity and risk involved. This class attacked FedEx Ground’s business model, which was firmly grounded on the principle of using independent contractors rather than employees. The class members had a lot at stake, as shown by the damages expert’s opinion that the class might recover as much as \$92 million, if everything broke for the plaintiffs. This was no nuisance suit or likely coupon settlement. A hard battle was predictable from day one.

The attorneys handled this case on a pure contingent fee basis. Whatever investment they made in discovery and briefing of class certification and summary judgment motion was made largely between 2008 and 2010 – seven or eight years ago, give or take a year. That’s much longer than average for contingent fee attorneys in class actions, according to Professor Fitzpatrick.

The plaintiffs wielded novel and untested statutory and common law theories to establish their employee status. Success depended on obtaining certification of a statewide class that included drivers with single routes, drivers with multiple routes, drivers who hired others to handle a route, drivers who signed employment contracts and those who signed as corporate entities (no North Carolina precedent had held the Unfair and Deceptive Trade Practices Act applicable to business entities). So while the plaintiffs' bar generally views wage and hour cases as undesirable, Ms. Whiteside and her fellow drivers presented challenges that went well beyond the normal wage and hour case. The risk of non-liability and no compensation was great; these plaintiffs were in the court of appeals trying to reverse a finding of no-liability.

With all of that in their way, class counsel – armed primarily by a new direction in Kansas law and a few federal court of appeals decisions in cases the Panel remanded to transferor courts – achieved a truly remarkable result. FedEx Ground agreed to pay \$20 million dollars, reflecting 65 percent of what the plaintiffs thought they could recover without treble damages, and 22 percent of what they might recover if they ran the table.

Professor Fitzpatrick's analysis of recent cases from our circuit – which seems to have a greater preference than other circuits for the percentage-of-the-fund method of valuation – supports a fee award of 30 percent of the fund to be shared by counsel and class members. He reports that the average and median findings of market rate in contingent fee awards in labor and employment cases were 34.3 percent and 33.3 percent. He also noted that the awards he studied

addressed only attorney fees and not expenses; co-lead counsel have included expenses within their requests. Plaintiffs' counsel report that expenses incurred in the MDL docket (not just in the North Carolina case) exceeded \$7,713,000.

In some settings, the prevailing market rate for class counsel depends in part on the expected size of the payout at the end of the litigation. Professor Fitzpatrick concedes that his sample of awards in labor and employment class actions didn't include recoveries in large amounts. In the setting of a securities class action, the court of appeals said "[d]ata show that 27.5% is well above the norm for cases in which \$100 million or more changes hands. Eisenberg and Miller find that the mean award from settlements in the \$100 to \$250 million range is 12% and the median 10.2%." Silverman v. Motorola Solutions, Inc., 739 F.3d 956, 958 (7th Cir. 2013).

The size of this class action settlement is much smaller than the \$200 million involved in *Silverman v. Motorola Solutions*. But it blinks reality to ignore that while this case was settled individually, it's one of 20 that remain on the MDL docket, and the aggregate proposed settlements total more than \$200 million, and far more when counting cases that have already been remanded. The remanded California case settled for \$226.5 million on its own. See Alexander v. FedEx Ground Package Sys., Inc., No. 05-cv-38, 2016 WL 3351017 (N.D. Cal. June 15, 2016). There's no doubt that much of the discovery behind these cases overlapped, and that co-lead counsel applied a concerted strategy in moving them to settlement. On the other hand, class counsel applied laws specific to North Carolina and conducted case-specific discovery. The

settlement I am considering at this point only involves the North Carolina plaintiffs and fees.

*Silverman v. Motorola Solutions* doesn't present an apples-to-apples analysis. First, Professor Fitzpatrick points out that securities cases like *Silverman v. Motorola Solutions* differ from wage and hour litigation in many ways, not least of which that class certification in securities cases is nearly automatic under today's laws. In *Whiteside v. FedEx Ground*, as with all the other cases in this MDL docket, class counsel fought hard to get large classes certified, and (at the time of the settlements) would have seen those certifications revisited in every case in which they prevailed at the court of appeals.

Second, it's not clear that the *Silverman v. Motorola Solutions* analysis applies, or applies fully, to our case. As already noted, the settlement amount in this case – the *Whiteside v. FedEx Ground* case – isn't even in the ballpark of what was involved in *Silverman v. Motorola Solutions*; I have to look at many other cases even to reach the \$50 million amount the *Silverman* court also mentioned.

It's also not clear whether I am expected, or even allowed, to consider the nature of the plaintiffs involved in a case. The plaintiffs in *Silverman* were investors in Motorola; the class representatives were institutional investors. *Silverman v. Motorola, Inc.*, No. 07-C-4507, 2012 WL 1597388, at \*4 (N.D. Ill. May 7, 2012). Institutional investors are likely to be more sophisticated in the market for legal services than the individual drivers in this case, and so likelier to agree at the outset to a tapered fee arrangement rather than a simple percentage-of-the-recovery arrangement.

Third, if I am to consider the other settlements in this MDL docket, it seems appropriate to consider as well that many of the named plaintiffs (even if not the ones in this case) agreed at the outset to pay the attorney 33 percent of any recovery, without limitation as to how much the recovery might be. None of the class representatives in the 20 cases remanded to me have fee agreements for any percentage less than 30 percent.

A lodestar cross-check – inquiring into billable hours and billing rates – isn’t encouraged in this circuit, see Williams v. Rohm and Haas Pension Plan, 658 F.3d 629, 638 (7th Cir. 2011); Cook v. Niedert, 142 F.3d 1004, 1013 (7th Cir. 1998), and I’m not undertaking such a cross-check. A very complex examination of time sheets, hourly rates in various markets, and records would be needed to arrive at a true lodestar figure for this case alone. Co-lead counsel report, just in case, that across this litigation (not just this case), co-lead counsel and their firms have devoted more than 149,393 hours, producing an unadjusted collective lodestar fee of \$74,540,341 had they billed by the hour. It would take only a modest 1.3 multiplier, co-lead counsel tell me, for the lodestar calculation to match the percentage-of-the-fund calculation across the litigation.

Even identifying the precise amount attributable to work on the cases remaining in the MDL would be difficult. In *Alexander v. FedEx Ground*, for example, Judge Chen attributed about \$12.4 million in lodestar work on the MDL to *Alexander*. See Alexander v. FedEx Ground, No. 05-cv-38, 2016 WL 3351017, at \*3 (N.D. Cal. June 15, 2016). This would need to be subtracted out of co-lead counsel’s estimated lodestar figure for the MDL, but the fee award in

that case is on appeal and might be adjusted. The fee award is unpaid. Fee awards in other remanded cases total \$6,304,893, and I would need to deduct the amount of fees expected to be paid in those that can be attributed to work on cases still in the MDL. I don't have an accurate way to calculate the denominator from which I can then derive a multiplier.

It seems inescapable that there is a significant spillover between the 20 cases remaining in MDL-1700. For example, the appeal/certification/re-argument in the *Craig v. FedEx Ground* case from Kansas clearly benefitted all of the classes; it was part of the trend in the law that seemed to be shifting away from FedEx Ground's legal position. The depositions co-lead counsel took of FedEx Ground's national officers produced information that applied to all of the cases. But the spillover might be less than it appears at first blush. Substantial discovery surrounded local dispatch terminals, and the lion's share of the briefs on class certification and summary judgment were devoted to the specific laws of the various states.

For me to count up, or assign weight to, the various points I have discussed (effectively transforming them into "factors") would be inconsistent with the law of our circuit. It would be what our court of appeals has called "chopped salad". In Re Synthroid Marketing Litig., 264 F.3d at 719. But these are the reasons I conclude that the requested 30 percent (after accounting for the costs of administration) produces a reasonable attorney fee:

1. At the outset of the attorney-client relationship, it would have been plain to the clients and attorneys that this litigation would be hard



- fought and would take years. FedEx Ground's very business model was at stake, and, if the class was defined broadly, the drivers would have hundreds of thousands – maybe millions – at stake. The history of this case – what would have been the future at the outset of the relationship – was even worse, with the case being centralized in a multidistrict litigation docket, the extensive discovery already discussed, and a decade of litigation, and no end in sight that would benefit the plaintiffs.
2. Because of the anticipated duration of the case, it also would have been plain to all that the attorneys would have to turn away prospective clients and tie up their own funds for the life of the case.
  3. Counsel produced exceptional results in the face of long odds. North Carolina law provided no assurance of success, and these plaintiffs were appellants at the time of the settlement. See Redman v. RadioShack, 768 F.3d at 633 (“the central consideration is what class counsel achieved for the members of the class rather than how much effort class counsel invested in the litigation.”).
  4. The amount of recovery would have been a fraction of what this settlement proposal contains had counsel not persuaded me to certify a class that included drivers with a single work area, drivers with multiple work areas, drivers who contracted with FedEx Ground under a corporate identity, and drivers who simply hired others to cover some of their assigned routes.

5. Of the 20 fee contracts in the cases that remain in MDL-1700, none set a percentage of the recovery less than the 30 percent requested here, and some set the percentage at one-third, or as much as 40 percent, of any recovery.
6. There is nothing from which I can infer that unsophisticated (in the market for legal services) clients – when compared with institutional plaintiffs – would request a tapered-fee arrangement.
7. The fee request, unlike those to which it might be compared, includes expenses rather than seeking them separately. While I can't say how much is attributable to the North Carolina case as opposed to the others co-lead counsel was handling, the overall total of expenses was \$7.7 million
8. Nobody has objected to co-lead counsel's fee request.

For all of these reasons, I approve, in large part, the proposed settlement agreement's proposed award of attorneys' fees and expenses in the total amount of \$5,977,500 (30 percent of the gross settlement amount, less the cost of administration).

#### IV. SERVICE AWARDS TO CLASS REPRESENTATIVE

Class counsel request service awards of \$15,000 to each of the class representatives. They explain that (in addition to the extraordinary duration of their service) each class representative did far more than the average class representative. Reams of records had to be collected, the class representatives

(like each class representative in the companion cases) sat for grueling day-long depositions. Class counsel notes that the requested awards are in line with several that have been approved in cases from within this circuit, citing Cook v. Niedert, 142 F.3d at 1016 (\$25,000); In re Southwest Airlines Voucher Litig., No. 11 C 8176, 2013 WL 4510197, at \*11 (N.D. Ill., Aug. 26, 2013) (\$15,000 to 2 plaintiffs); Heekin v. Anthem, Inc., No. 05-cv-1908, 2012 WL 5878032 at \*1 (S.D. Ind. Nov. 20, 2012) (\$25,000); Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc., No. 07 C 2898, 2012 WL 651727, at \*17 (N.D. Ill. Feb. 28, 2012); (\$25,000 to each of 7 plaintiffs); Will v. Gen. Dynamics Corp., Civ. No. 06-698, 2010 WL 4818174, at \*4 (S.D. Ill. Nov. 22, 2010) (\$25,000 to 3 plaintiffs). No objections were directed to this request.

The request for \$15,000 service awards for each of the six class representatives is just, fair and reasonable.

#### V. CONCLUSION

Based on the foregoing, the court:

(1) GRANTS the plaintiffs' unopposed motion for final approval of the North Carolina class action settlement calling for payment of \$20,000,000 to the plaintiffs [Doc. No. 2873].

(2) GRANTS IN PART the plaintiffs' motion for attorney's fees and costs [Doc. No. 2773], AWARDS class representatives John Brown, James Coates, Darrell Jenkins, Louis Wallace, Sharon Whiteside, and Lawrence Aubrey Wilson \$15,000 each for their services in this case, DIRECTS payment of that amount

from the class settlement fund to them, in accordance with the terms of the settlement agreement; and AWARDS plaintiffs' counsel \$5,977,500 for their services and expenses on this case.

(3) ORDERS that:

A. The parties shall perform, or cause to be performed, the remaining terms of the settlement as set forth in the settlement agreement. The court authorizes the payment by the settlement administrator of the settlement funds in accordance with the terms of the settlement agreement.

B. Prior timely opt-outs on the list maintained by the claims administrator are not included in, or bound by, this order and final judgment. Those timely opt-outs are not entitled to any recovery from the settlement proceeds obtained through this settlement. William Goswick's November 2016 attempt to opt out came too late for the court to be able to grant it.

C. The court hereby DISMISSES with prejudice this action, specifically including the Released Claims, with each party to bear its own costs and attorney's fees, except as provided below. The court incorporates the Class Action Settlement Agreement [Doc. No. 2698] by reference in this order.

As set forth in the Settlement Agreement, "Released Claims" means all claims, actions, causes of action, administrative claims, demands, debts, damages, penalties, costs, interest, attorneys' fees, obligations, judgments, expenses, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, which: (i) are owned or held by the plaintiffs and class members and/or by their affiliated business entities (if any), or any of them, as

against Releasees, or any of them; (ii) arise under any statutory or common law claim which was asserted in this lawsuit or, whether or not asserted, could have been brought arising out of or related to the allegations of misclassification of plaintiffs and class members as independent contractors set forth in the operative complaint; and (iii) pertain to any time in the Release Period. The Released Claims include any known or unknown claims for damages and injunctive relief. The Released Claims include but are not limited to claims under N.C Gen. Stat. § 75-1.1(a), the Declaratory Judgment Act, 28 U.S.C. § 2201, and common law claims for fraud, breach of contract, rescission, unjust enrichment, or declaratory judgment. The release excludes claims arising under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.* Further definitions of “Released Claims” can be found in Sec. I, para. R of the Settlement Agreement [Doc. No. 2698].

“Releasees” means: “(a) [FedEx Ground], and its consolidated subsidiaries, successors, predecessors, assigns, affiliates, parent companies, shareholders, officers, directors, agents, insurers, attorneys, and employees; and (b) [FedEx Ground’s] past, present, and future shareholders, officers, directors, agents, employees, attorneys, and insurers.” (Settlement Agreement, Sec I, para. S). “Release Period” refers to the time period from May 2, 2003 through April 30, 2016. (Settlement Agreement, Sec. I, para. T). [Doc. No. 2698].

D. Upon the entry of this order, the plaintiffs and all class members shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against all Releasees. “Class members” include

“All persons who: 1) entered into a FedEx Ground or FedEx Home Delivery form Operating Agreement (now known as OP-149 and Form OP-149-RES); 2) drove a vehicle on a full-time basis (meaning exclusive of time off for commonly excused employment absences) from May 2, 2003 through July 27, 2009 to provide package pick-up and delivery services pursuant to the Operating Agreement; and 3) were dispatched out of a terminal in the state of North Carolina.” [Doc. No. 2698]. A list of the class members is attached to this order as Exhibit A. To the extent additional individuals are identified who qualify as class members under the terms of the settlement agreement, they will be bound by this order.

E. Upon the entry of this final approval order, the plaintiffs and all class members are barred and enjoined from asserting, filing, maintaining, or prosecuting, or in any way participating in the assertion, filing, maintenance or prosecution, of any action asserting any Released Claim against any of the Releasees, as set forth in and in accordance with the terms of the settlement agreement. Nothing in this order shall in any way impair or restrict the right of the parties to enforce the terms of the settlement.

F. The Parties’ agreed upon procedure for disbursement of the \$200,000 reserve fund provided for in the Settlement Agreement and the Plaintiffs’ Motion for Final Approval [Doc. No. 2873], with such claims to be paid approximately 220 days after checks are issued to pay the claims of persons who fit the class definition but who were not previously identified as members of the plaintiff class according to the settlement formula described in the Settlement Agreement. FedEx Ground will submit a list containing the names of such persons within

220 days of this order; this list will supplement the class member list attached as Exhibit A and such persons will be bound by this order.

G. The parties' request for appointment of Legal Aid of North Carolina, 224 S. Dawson St., Raleigh, NC 27601 to be the *cy pres* beneficiary is APPROVED.

H. Neither the settlement, nor any act performed or document executed pursuant to or in furtherance of the settlement, is or may be deemed to be or may be used as: (a) an admission of, or evidence of, the validity of any Released Claim or any wrongdoing or liability of any Releasee; (b) an admission or concession by the plaintiff or any class member of any infirmity in the claims asserted in the operative complaint filed in this action; (c) an admission of, or evidence of, any fault or omission of any of the Releasees in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

I. The third-party administrator, Rust Consulting, Inc., may retain up to \$75,000 as compensation for settlement administration.

J. Without affecting the finality of this judgment in any way, the court retains continuing jurisdiction over: (1) the enforcement of this order and final judgment; (2) the enforcement of the settlement agreement; (3) the distribution of the settlement proceeds to the class members and the *cy pres* beneficiary; and (4) class counsel's proposed allocation of attorney's fees to plaintiffs' counsel to be submitted to the court.

The clerk of this court is directed to enter judgment accordingly.

SO ORDERED.

ENTERED: April 28, 2017

/s/ Robert L. Miller, Jr.  
Judge  
United States District Court



Exhibit A: NC Class List

Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
1	09000018	STOCKTON, JEWEL KAREN	4TK DELIVERY		
2	09000025	NASCIMENTO, ADILSON ALVES			
3	09000032	VASCO, ALBERT	AFV DELIVERIES INC.		
4	09000049	DJIBO, ALI SOUMAILA	ALI DJIBO INC.		
5	09000056	BROWNING SR., ALAN M	AMB PACKAGE DELIVERY LLC		
6	09000063	WILSON, ANTHONY D.			
7	09000070	GREENE, ANTHONY JARINSEN			
8	09000087	MAXIE II, ANTHONY LAURENCE			
9	09000094	THOMPSON, ANTONIO			
10	09000100	PHelps, ARTHUR ASHWORTH	ARTY PHELPS INC.		
11	09000117	THOMPSON, ARTHUR GLEN			
12	09000124	WILLIAMS, BARRY	B & A TRANSIT COMPANY , INC.		
13	09000131	GRAYS, CRAIG TYRONE	C&D LOGISTICS LLC	CTG LOGISTICS INC	
14	09000148	WOERMANN, CARL CHRISTOPH	C WOERMANN INC.		
15	09000155	CARLTON, TODD A.	CCG OF NC, INC		
16	09000162	PENN, CEDRICK			
17	09000179	BLEDSON, CHARLES LESTER			
18	09000186	COLLINS, CHARLES NEAL			
19	09000193	PRESCOTT, CHARLES			
20	09000209	ALEXANDER, CHARLES R.	JESSLI LU, INC		
21	09000216	GODFREY, CHRIS			
22	09000223	MCLEAN, CHRISTIAN			
23	09000230	SHOOK, CHRISTOPHER DOUGLAS			
24	09000247	PARRISH, CHRISTOPHER NATHAN	PARRISH DELIVERY, INC		
25	09000254	PEAKS, CLAVOSKI L.	CNS TRANSPORTATION INC.		
26	09000261	MARSH, COREY			
27	09000278	MCLAMB, DOUGLAS KENT	D. K. MCLAMB INC.		
28	09000285	HERRING, VANCE			
29	09000292	SWAIM, DALE ALAN	GREENVOSKI EXPRESS INC	SMOKY MOUNTAIN LOGISTICS, INC	
30	09000308	BOLTON, DALE	DB EXPRESS INC.		
31	09000315	COGDILL, DANIEL			
32	09000322	CRAWFORD, DANIEL	CRAWFORD ENTERPRISES INC	INFINITE ENTERPRISE INC	
33	09000339	WOFFORD, DAVE ALAN	NEW DIRECTIONS OF HICKORY, INC.		
34	09000346	FUQUAY, DAVID ARNOLD	ARNIE'S ARMS INC		
35	09000353	DOSS, WILLIAM DAVID	D&S DELIVERY, INC.		
36	09000360	SCHMITT, DAVID FREDERICK			
37	09000377	LEWIS, DAVID	DAVID LEWIS TRUCKING	DAVID L LEWIS ENTERPRISES INC	
38	09000384	ROBERTS, DAVID N.	DAVID ROBERTS TRUCKING INC.		
39	09000391	BOGGS, DAVID RICARDO	BOGGS TRUCKING INC		
40	09000407	SETZER, DON S.	DELCO DELIVERY SERVICES INC.		
41	09000414	HARRIS, DEMETRIUS	DEMRON ENTERPRISES LLC		
42	09000421	GOMES, DEREK	SUMMIT DELIVERY INC.		
43	09000438	ALLISON, DAVID J.	DJ ALLISON ENTERPRISES INC.		
44	09000445	STARNES, MICHAEL	DOUBLE S EXPRESS, INC.		
45	09000452	THOMAS, DWIGHT C.			
46	09000469	AUSTIN, ERIC ALAN	E A AUSTIN INC		
47	09000476	JOYNER, EDWARD B.			
48	09000483	PRIVOTT, EDWARD LEE	PRIVOTT TRUCKING INC		
49	09000490	ROOKS, EMANUEL MIUDO	JET C TRUCKING, INC		

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Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
50	09000506	YOUNG, ERIC LARAY	ERICYOUNG INC.		
51	09000513	APPIAH, ERNEST KUSI			
52	09000520	SITES, ESTON DWAYNE	SITES TRUCKING INC		
53	09000537	EDWARDS, EURIC MICHAEL	EDWARDS EXPRESS SERVICES , INC.		
54	09000544	KING, ANTOINETTE JONES	EXPRESS HOME DELIVERY SERVICE INC.		
55	09000551	FAREWELL, MICHAEL	FAREWELL ENTERPRISES INC		
56	09000568	JOHNSON, FRANKLIN			
57	09000575	CAMPBELL JR., FRED B.			
58	09000582	HINTON, FREDERICK DEMETRUS			
59	09000599	SARMIENTO, GIOVANNI A	GIO TIM INC.		
60	09000605	GOODHAND, THOMAS	GOODHAND TRUCKING LLC		
61	09000612	BROME, GREG	TRIANGLE GROUND FORCE, INC.		
62	09000629	JENKINS, GREGORY			
63	09000636	YOUNG JR., GERALD F.	HAIR ON FIRE INC.	MESSENGERS IN MOTION INC	
64	09000643	UPTEGRAFT, CHAD	HALERA INC.		
65	09000650	HALL, HALEY	7 HALLS INC		
66	09000667	JONES, TROY A	BIG COUNTRY TRUCKING LLC	PROSPERITY TRUCKING INC	
67	09000674	FOGG III, BRYANT	GROUND FOGG DELIVERIES		
68	09000681	FAULKNER, GREG	CARGO EXPRESS INC.		
69	09000698	SHEPPARD, GARY DWAYNE			
70	09000704	BUTLER, GEORGE THOMAS	GTB P&D SERVICE LLC	GTB SERVICES, INC.	
71	09000711	SEARS II, HAROLD AARON			
72	09000728	MIDDLETON, ROBERT JOHN CHARLES	HAVR-MIDD ENTERPRISES LLC	RHAV-NIA INCORPORATED	
73	09000735	HOKE, HEATH	HEATH HOKE INC.,		
74	09000742	HUSKINS, KEISHA	A & K ENTERPRISES OF WNC, INC		
75	09000759	MARTIN, ANTOINE DEMONDS	A AND J'S DELIVERY SERVICE, INC.		
76	09000766	GANTLIN, ANTONIA V	D. A. GANTLIN INC		
77	09000773	BRASWELL, BEN	BARBEN INC.		
78	09000780	BELK, RALPH	BCCM EXPRESS LLC	RBCCM EXPRESS, INC.	
79	09000797	JALABER, BENOIT PHILIPPE	B-LINE COURIERS, INC.		
80	09000803	SMITH, GLENN DAVID	BLUE STREAK LLC		
81	09000810	CAVINESS, BOBBY			
82	09000827	SPELLS, BRUCE KEVIN	SPELLS EXPRESS INC.		
83	09000834	CALL, TERRY R.	CALL ENTERPRISES, INC		
84	09000841	GILLEY, CALVIN			
85	09000858	WHITE, CARLAS			
86	09000865	STEWART, CATHY E			
87	09000872	SELF, CHARLES G.			
88	09000889	HENDERSON JR., CHARLES RICHARD	CHUCK HENDERSON INC		
89	09000896	RICHARDSON, CHARLES			
90	09000902	RATLIFF, BOBBY CHASE	CHASE RATLIFF INC.		
91	09000919	UCHE, CHRISTIAN	CHRISTO HOLDINGS INC		
92	09000926	DICKENS, CHRISTOPHER			
93	09000933	COLLINS, CONNIE HOLMES	CLEAR VIEW ENTERPRISES OF EFLAND, INC.		
94	09000940	WEBSTER, CYNTHIA BATTLE			
95	09000957	JENKINS, DARRELL	DLJ MANAGEMENT CORP.	D L J TRANSPORT INC	
96	09000964	BAUGHAM, DALE			
97	09000971	STUBBS, DANIEL JAMES			
98	09000988	CHENAUSSKY, DAWN			

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Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
99	09000995	GUILLET, DENIS			
100	09001008	BEAM, DENNIS			
101	09001015	DEY, BRIAN RICHARD	DEY DELIVERY LLC	B. D. DEY, INC.	
102	09001022	BRANCH, HERBERT LEON	DING DOCTOR INC.	L & H PACKAGE SERVICE LLC	
103	09001039	MURRY, DONALD	MURRY EXPRESS INCORPORATED		
104	09001046	GALE, THOMAS	DUCAL ENTERPRISES		
105	09001053	NASSIF, EDWARD	EBN ENTERPRISE INC		
106	09001060	OXENDINE, EDWARD			
107	09001077	RENN, EDWIN F.	ED RENN P&D, INC.		
108	09001084	BROWN, ELDORADO WILLIAMS			
109	09001091	FERGUSON, DAVID PATRICK	EXTRA MILE ENTERPRISES LLC		
110	09001107	WARDREP, BRIAN	EZI COURIERS LLC	EZI SYSTEMS INC	
111	09001114	DECKER, MARK	FIRST CHOICE CARRIERS		
112	09001121	MURPHY, GARY AVERELL	GSM ENTERPRISES S CORPORATION		
113	09001138	MURPHY, GLENDELL			
114	09001145	COFFEY, GLENN			
115	09001152	PIPER JR., GLENN R.			
116	09001169	MULLINS, GREG			
117	09001176	STOMIEROSKY, GREGORY C.	STOMI, INC.		
118	09001183	HUNTER, HARRY			
119	09001190	HILL, MICHAEL K.	HILL DISTRIBUTION INC.		
120	09001206	HINSON, JEFFREY HUGH	HINSON INTERNATIONAL INC	HINSON ENTERPRISES INC.	
121	09001213	NELSON, KENNETH JAMES	HOSS TRANSPORT INC.		
122	09001220	WERTMAN, HOWARD E.	WERTMAN EXPRESS INC.		
123	09001237	HUDSON, TERRENC EUGENE	HUDSON EXPRESS		
124	09001244	TILLMAN, DENZELL Z	I.T.K.O. INC.		
125	09001251	WEBB, ETHAN	INDEPENDENT TRUCKING GROUP INC		
126	09001268	GOSNELL, JOSHUA SCOTT	ISACAR INC		
127	09001275	BURK, JAMES	J. B. PACKING SERVICE, INC.		
128	09001282	WATSON, JACK			
129	09001299	BARRETT, JACKIE			
130	09001305	HOUSTON, JACQUELINE			
131	09001312	KLEIN, JAMES	JAK OF ATHENS INC.		
132	09001329	COATES, JAMES DENNIS	JC DELIVERY INC.		
133	09001336	BOBBITT, JAMES D.			
134	09001343	SNOW JR., JAMES DANIEL	SNOWS TRUCKING INC.		
135	09001350	AVENT, JAMES EDWARD			
136	09001367	LEE, JAMES ELMOND			
137	09001374	HILLIARD, JAMES			
138	09001381	MCLUCAS, JAMES	MCLUCAS CORPORATION		
139	09001398	GLASCOE, JAMES S.			
140	09001404	STOVALL, JAMES			
141	09001411	VESSELL, JAMES CHARLES			
142	09001428	SATTERFIELD, JAMIE			
143	09001435	TIGANILA, JAN D.	JAN TIGANILA INC		
144	09001442	LASSITER, JARRIOUS C.			
145	09001459	MEDRANO, JAVIER A	SHELLY INC		
146	09001466	JOHNSON JR., SAMUEL CLINTON	JBREAKS INC		
147	09001473	BARR, JEFFREY C.	JCB DISTRIBUTION INC.		

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Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
148	09001480	BREWER, JEFF			
149	09001497	ROTEN, JEFFERY ORA			
150	09001503	TODD, JEFFREY BRYAN			
151	09001510	MYERS, JEFFREY BAIN	J&M GROUND, INC		
152	09001527	STEVENS, JEFFREY TODD			
153	09001534	SMITH, JEREMY			
154	09001541	ROBINSON, JERRIE			
155	09001558	MARKUS, JERRY ALLEN			
156	09001565	LEATHERS, JERRY MAURICE	JMLEATHERS TRUCKING, INC.		
157	09001572	MOORE, JESSIE L			
158	09001589	SURLES, JIMMIE JUNIOR	JC DELIVERY SERVICE INCORPORATED		
159	09001596	LAWING, JIM	JIM'S COURIER SERVICES INC.		
160	09001602	HARRISON, JOEL			
161	09001619	BARTON, JOEY M.	BIG JOE INC		
162	09001626	BENTLEY, JOHN			
163	09001633	NORVELL II, JOHN BRENNAN			
164	09001640	BROWN, JOHN			
165	09001657	FREEMAN, JOHN CLEVELAND			
166	09001664	DECICCO, JOHN COLWELL			
167	09001671	VALLEY, JOHN J.			
168	09001688	LOWDER JR., JOHN CANNON			
169	09001695	SWENFURTH JR., JOHN RICHARD			
170	09001701	SCHRAPPER JR., JOHN ALEXANDER			
171	09001718	JOHNS, TERRY	JOHNS P&D LLC	JOHNS P&D INCORPORATED	
172	09001725	WEBB, JON			
173	09001732	JONES, GARRY R.	JONES DELIVERY, INC.		
174	09001749	MEDINAPERALTA, JOSE ANDRES			
175	09001756	BOGGESE, JOSEPH			
176	09001763	SHANNON, JOSH D.			
177	09001770	BALL, JOSHUA ALLEN	BALL & ELLER LLC	J ALLEN B, INC.	
178	09001787	BUCKNER, JOE NEIL	JOT DELIVERY INC		
179	09001794	DAVIS, CHARLES R	JTR XPRESS INC		
180	09001800	STACK, KENNETH W.	K & L ENTERPRISES I, INC		
181	09001817	WILLIAMS JR.,JOEY JOEL	DJW GROUP INC		
182	09001824	HACK, KEITH			
183	09001831	HEFNER, KEITH MITCHELL	HEFNER ENTERPRISES, INC.		
184	09001848	MILLER, KEITH	RAPID PARCEL SERVICES, INC.		
185	09001855	WOODS, KEITH			
186	09001862	BARROW, KELVIN			
187	09001879	PERKINS, KELVIN J.			
188	09001886	MORGAN, KENNY			
189	09001893	RUFTY, KENT W.			
190	09001909	KANE, KEVIN			
191	09001916	LOWE, KEVIN			
192	09001923	ATKINS JR., TERRY WAYNE	KGA LOGISTICS INC.		
193	09001930	KINARD, CHRISTOPHER JAMES	KINARD EXPRESS SERVICE INC		
194	09001947	SMITH, MICHAEL J	KING SHAI MOTOE FREIGHT CORPORATION		
195	09001954	ADJAMAH, KOSSI	3 Y SERVICES, INC		
196	09001961	KRYSTYN, MIKE B.	KRYSCORP INC.		

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Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
197	09001978	TANNER, KELLY O.	K-SWIFT DELIVERY INC		
198	09001985	MILLSAPS, LEONARD	L.MILLSAPS INC.		
199	09001992	PARKS, LARRY STEPHEN	LSP, INC.		
200	09002005	ANDERSON, LAURA JANE	RIVER DELIVERY, INC.		
201	09002012	PRICE, LAVON	PRICE QUICK SERVICE INC.		
202	09002029	GRANGER SR., LEE MICHAEL			
203	09002036	BINGHAM, LEON			
204	09002043	KING, LEON	LEENIC CORPORATION, INC.		
205	09002050	CASTRO, LEONARDO A			
206	09002067	DANIELS, LEE ROY			
207	09002074	LEWIS, CALVIN G	LEWIS & SON FREIGHTLINE INC.		
208	09002081	TOMBLIN, LOUIS	LOUIS TOMBLIN, INC.		
209	09002098	SARVER, LYNDEN D.			
210	09002104	SPRUELL, LYSANDER WALTER			
211	09002111	PREMO, MARVIN	M & M TRANSPORT SVC 2ND VAN	M & M TRANSPORT SERVICES INC.	
212	09002128	COXE JR., MACK L.			
213	09002135	LAWRENCE, MARK D.	MAGHAN INC.		
214	09002142	GOIN, MARK			
215	09002159	GOULD, MARK	GOULDS GLORY BOUND EXPRESS INC		
216	09002166	BECKER, MARK MICHAEL	MMBKID INC		
217	09002173	MCCRAY, MARTINUS ANTONIO	MCCRAY EXPRESS INC.		
218	09002180	WARDEN, MATTHEW	M.K. WARDEN ENTERPRISES, INC		
219	09002197	DAMERON, MATTHEW WENDLER	P&A DAMERON, INC		
220	09002203	CARPENTER, MATTHEW COLAR	MC FREIGHT EXPRESS LLC	PARRISH DELIVERY, INC	HAMMER FREIGHT INC.
221	09002210	MCAHILL, GWEN C	MCFIVE INC		
222	09002227	DAUGHERTY, MEGAN LEA			
223	09002234	PULLIAM, MELISSA JANET	SALAMANDER EXPRESS INC		
224	09002241	MURRAIN, MERLE			
225	09002258	ECKARD, MICHAEL A.			
226	09002265	DEMAAR, MICHAEL			
227	09002272	PEARCE, MICHAEL EDWARD			
228	09002289	GALATI, MICHAEL			
229	09002296	LAWSON, MICHAEL	LAWSON5 INC		
230	09002302	MISETIC, MICHAEL			
231	09002319	TWISS, MICHAEL R			
232	09002326	HUGHES, MICHAEL RYAN	HUGHES EXPRESS INC		
233	09002333	PHILBRICK, MICHEAL MEREL	P.H. FUZZYMUTTS INC.		
234	09002340	MILLER, CHAD	MILLER COMMERCIAL PROP INC		
235	09002357	MILLER, DAVID E.	MILLER'S GROUND SERVICES INC.		
236	09002364	LACENERE, MARK BARTHOLOMEW	ML STEEL DELIVERIES INC		
237	09002371	BROWN, MONTE D.	MONTE BROWN P&D		
238	09002388	MUTSCHLER, JEFFREY WAYNE	MUTSCHLER INC.		
239	09002395	OWEN, RANDALL B	OWEN ENTERPRISE LLC		
240	09002401	SAYLES, OWEN L.	OWEN SAYLES INC.	OS PACKAGE EXPRESS INC	
241	09002418	JOHNSON, PIERRE T.	P. JOHNSON AND ASSOCIATES INC.		
242	09002425	KING, AARON	PACKAGES PLUS LLC		
243	09002432	TROUTMAN JR., PALMER LEE	TROUTMAN DELIVERY EXPRESS INC.		
244	09002449	KUMAR, PARDEEP			
245	09002456	ALEXANDER, PAUL CICERO			

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246	09002463	CLARK, PAUL			
247	09002470	LIDDY, PAUL			
248	09002487	WANNER, PAUL MICHAEL	PUNCTUAL PACKAGE SERVICE INC.		
249	09002494	TREES, PAUL F	PAUL TREES LLC	ILM SHIPPING INC.	
250	09002500	RUNYON, BOBBY	PRONTO DELIVERY CO.		
251	09002517	GAYLON, PATRICK E.	PSG DISTRIBUTORS INC.		
252	09002524	BLOCK, ROGER	RACC INC.		
253	09002531	GREGORY, RICK	RAG & SAG INC.		
254	09002548	ASIM, RAJA			
255	09002555	STEWART, RALPH	CARL & CHARLES DELIVERY SERVICES, INC	RJS DELIVERY SERVICES INC.	
256	09002562	WILLMOTT, RALPH			
257	09002579	RICHARDSON, RANDY			
258	09002586	HICKMON, RAY G.			
259	09002593	CARTER, CLARENCE REX	REX TRANSPORT INC.		
260	09002609	MEADOWS, RHONDA K.			
261	09002616	NAVAS, RICARDO	BIG POINT CORPORATION		
262	09002623	WEIHS JR., RICHARD ALLEN			
263	09002630	RICHTER, PHILLIP GEORGE	RICHTER DISTRIBUTING LLC		
264	09002647	PETTUS, RICK			
265	09002654	JOHNSON, RICKY L	RLJ DELIVERY, INC		
266	09002661	TAYLOR, DON	RITE ACROSS PACKAGING LIMITED		
267	09002678	BOXLEY, ROBERT D.	RJD ACHIEVEMENT INC.		
268	09002685	DEMENT, ROBERT A.			
269	09002692	HOWARD, ROBERT ALLEN	HOWARD MOUNTAIN TRUCKING USA INC		
270	09002708	CONSELYEA, ROBERT			
271	09002715	DEJONG, ROBERT JOHANNES			
272	09002722	ECHOLS, ROBERT			
273	09002739	GINN, ROBERT			
274	09002746	SCOTT, ROBERT GLENN	R & M DELIVERY SERVICE INC		
275	09002753	SUMNER, ROBERT J.	IDEAL CAB & DELIVERY, INC.		
276	09002760	CARR, RONALD			
277	09002777	HERRING, RONALD EDWARD	RH TRANSPORT & DELIVERY CO., INC.		
278	09002784	TAGGART, RONALD EDWARD			
279	09002791	TREXLER, RONNIE L.			
280	09002807	OHENEYBOAH, ROGER	ROY ANNEX INC		
281	09002814	MARINO, GREGORY J.	RTR TRUCKING INC..		
282	09002821	POPPE, RUSSELL			
283	09002838	BABCOCK, RYAN			
284	09002845	MATTISON, SAMUEL A.			
285	09002852	JACOBS, SANDRA	JACOBS DISTRIBUTION LLC	S & J DISTRIBUTING INC	
286	09002869	BERRY, SCOTT E.			
287	09002876	GRIGG, SCOTT			
288	09002883	WINTERS, SCOTT WILLIAM	FLEET MAINTENANCE INC.		
289	09002890	HALL, SHANA			
290	09002906	GAITHER, SHAWN			
291	09002913	CLEGG, SHELDON LAMONTE	CLEGG, CORP.		
292	09002920	PROSSER, STEPHEN EDWARD			
293	09002937	HOFBAUER, STEPHEN EDWARD			
294	09002944	WHITLEY SR., STEPHEN MICHAEL			

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Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
295	09002951	JOYNES, STEVEN PAUL	S.M. JOYNES ENTERPRISES INC.		
296	09002968	DURYEA, STEVEN ALAN	DOUBLE D'S SERVICE INC		
297	09002975	SHAW, STEVEN W.			
298	09002982	FOSTER, JAMES ARTHUR	STONE LOGISTICS INC.		
299	09002999	WRIGHT, SUZANNE BECKER			
300	09003002	NORTON, TONY E.	T & D FLEET SERVICES, INC.		
301	09003019	RICHARDSON, ROBERT LEE	TAMARA ENTERPRISE INC.		
302	09003026	COLEMAN, TENNIS KERRY			
303	09003033	CARVER, TERRY L.	CARVER EXPRESS DELIVERY INC		
304	09003040	SMITH, TONY	TGS BOXMAN INC.		
305	09003057	MASSEY, MARIO	THE MASSEY MOVEMENT INC.		
306	09003064	ADAMEC, THOMAS J.	T&A UNLIMITED INC		
307	09003071	OCHIENG, THOMAS O.			
308	09003088	KEMP, THOMAS RICKY	T R KEMP PACKAGE DELIVERY SERVICE INC.		
309	09003095	LAUER, THOMAS W.			
310	09003101	GADD, TIMOTHY A			
311	09003118	LAYN, TIMOTHY ALBERT	LAYN NC, INC.		
312	09003125	FELDBUSCH, TIMOTHY GERARD			
313	09003132	DUFFY, TIMOTHY	PACKAGE RUNNER INC.		
314	09003149	JUSTICE, TODD CONLEY			
315	09003156	WELLS, TOMMIE	DELIVERY CONCEPTS INTERNATIONAL INC.		
316	09003163	COOK, TONY L.	METS DELIVERY SERVICE, INC.		
317	09003170	TALLEY IV, TOY			
318	09003187	TRIPLETT, BYRON D	TPDS INC		
319	09003194	REID, TRACY			
320	09003200	WEINREICH SR., LAWRIE STEVENS	TRANSPORT SERVE LLC		
321	09003217	DAMERON, GEORGE	TRIAD EXPRESS DELIVERY SERVICE INC		
322	09003224	EHRENREICH, SCOTT	TWIN CARRIERS	TWIN CARRIERS INC	
323	09003231	ULRICH, RONALD MARK	ULRICH EXPRESS INC.		
324	09003248	VALENTIN, JAVIER	VALENTIN DELIVERY INC.		
325	09003255	SHERMAN, VERNON			
326	09003262	BARNETT, VICKI RILEY	MOONFISH TRUCKING, INC.		
327	09003279	OMBATI, VINCENT			
328	09003286	TOMASETTI JR., VINCENT			
329	09003293	STURDIVANT, LATONYA EVETTE	VIP EXPRESS INC.		
330	09003309	KINGBLUE, VIVIAN A.			
331	09003316	REIERSEN, WILLIAM O.	W.O. REIERSEN, INC		
332	09003323	GILMORE III, WILLIE ANTHONY	W.A. GILMORE EXPRESS CO		
333	09003330	BLAISE, WALLACE J.			
334	09003347	REID, WALTER RUSSELL	12 NOON INC.		
335	09003354	BODMAN,BENJAMIN	WHEELMASTERS TRUCKING INC		
336	09003361	CASSIDA, WILLIAM DALE			
337	09003378	PATTERSON, WILLIAM E.	PATTERSONS ENTERPRISE INC		
338	09003385	BACOTE, WILLIE			
339	09003392	HARRISON, BENJAMIN JOEL	BENJAMIN HARRISON TRANSPORTATION INC		
340	09003408	ROBERSON, BRIAN CORNELIUS			
341	09003415	RICHARDS, CARL A.	CARL RICHARDS INC		
342	09003422	SMITH, CARL ALTON	C & C DELIVERY, INC.		
343	09003439	BROWN, DWAYNE T.	D&D EXPRESS INC.		

Exhibit A: NC Class List

Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
344	09003446	COUNTS, DALE PRESTON			
345	09003453	WELLS, DANIEL RUBEN			
346	09003460	PETTIS, DENNIS	DENNIS PETTIS, INC.		
347	09003477	MOSER, ELEANOR			
348	09003484	SCHEMEL, DIEGO AUGUSTO	FOUR BROTHERS EXPRESS INC		
349	09003491	HOLMAN, FREDRICK ALAN	FAH LIMITED		
350	09003507	ALLEN, GRAHAM ALVIS			
351	09003514	ROBINSON, GREGORY			
352	09003521	CRANFILL, GREGORY ALAN	GRIS INC		
353	09003538	HOLLAND, RICKIE	H&H PROFESSIONAL SERVICES INC		
354	09003545	VARNER III, JAMES ARTHUR			
355	09003552	CURTISS, JEFF	BLUE WOOKIE DELIVERY INC		
356	09003569	ARROWOOD, JEFFREY LYNN			
357	09003576	SLAUGHENHAUPT, JOHN A.	KNOX TRANSFER LLC		
358	09003583	HINSON, JOHN			
359	09003590	ALSTON, JOHN R.	ALSTON EXPRESS CO		
360	09003606	MCINTOSH, JORDAN RAY			
361	09003613	ESCOBAR, JOSELITO	E & J TRANSPORT INC		
362	09003620	TURKO, JOSEPH B	TKO INC.		
363	09003637	LAFRANCA, DANIEL	LAAN CORP		
364	09003644	LANEY, FRANK	LANEY LOGISTICS INC		
365	09003651	JONES, MARK EDWARD			
366	09003668	MCNEILL II, MICHAEL R	DAATSRIGHT DELIVERIES INC.		
367	09003675	FERGUSON, NICHOLAS CLARK			
368	09003682	SMITH, ORLANDO			
369	09003699	ROBINSON, ORVICE D.			
370	09003705	YELVERTON, OTIS DEVONE	ODY ENTERPRISES, INC.		
371	09003712	BRASWELL, PATRICK	P&J TRANSPORT INC		
372	09003729	WYNN, KEITH	P.D.M. EAST CORPORATION		
373	09003736	WALKER, PALACE A.	PATHWALK COMPANY		
374	09003743	OWENS, PATRICIA NORMAN	V & P OWENS TRUCKING INC		
375	09003750	PETRO, PETER PAUL	PETER PETRO, INC.		
376	09003767	WALLACE, RICHARD MARK	MARKS PARCEL SERVICE INC		
377	09003774	ROWLAND, RICKY			
378	09003781	SMALLWOOD, RONALD	WDF INC		
379	09003798	PARRISH, SCOTT HUGH			
380	09003804	HILL, SHANE			
381	09003811	TURNER, SHANE			
382	09003828	SCOTT, MICHAEL J	SHEPHERDS GUIDE OF WNC INC.		
383	09003835	DANIELS, STEPHEN			
384	09003842	BAYSA SR., STEVEN ALLEN	THEBYZS, INC.		
385	09003859	LOWMAN, RODNEY LEE	TEAM LOWMAN INC.		
386	09003866	RHYNE, MICHAEL	THE HONER INC		
387	09003873	JENNINGS, THEODORE LEE			
388	09003880	MANION JR., TIMOTHY PATRICK			
389	09003897	TOLAR, TONIA PAYNE			
390	09003903	WRAY, TONY DELANNIE			
391	09003910	GREEN, TONY	TONY GREEN'S P&D SERVICE INC		
392	09003927	NORTON, PETER	UNICORN EXPRESS, INC.		



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Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
393	09003934	HARRELL, WALTER SCOTT			
394	09003941	BOYD, WILLIAM J.			
395	09003958	BREEDLOVE, RONNIE	ADAVAN EXPRESS INC.		
396	09003965	BLACKBURN, MICHAEL G	BLACKBURN HOME DELIVERY INC		
397	09003972	HARE, BOBBY RAY	BRH EXPRESS INCORPORATED		
398	09003989	SMITH, GARY	BOXES R US INC		
399	09003996	SHOOK, BRADLEY H.	SHOOK EXPRESS, INC.		
400	09004009	BRAME, TIM	BRAME TRANSPORTATION INC		
401	09004016	BREWSTER, WINSTON	BREWSTER BRINGS IT, INC		
402	09004023	DOSS, BURTON			
403	09004030	KELLY, BYHIA			
404	09004047	ECKSTADT, WILLIAM T.	C&A PROGRESSIVE RELIANCE		
405	09004054	LITTLE, CEDRIC JAVARAS	LITTLE'S RELIABLE DISTRIBUTING, INC.		
406	09004061	BAILEY, CHARLES			
407	09004078	CROWE JR., CHARLES FRED			
408	09004085	WILLIAMS, DARREN B.	D&D DELIVERY INCORPORATED		
409	09004092	PERRY, DARRYL WAYNE	PNP PROFESSIONAL SERVICES INC		
410	09004108	SMITH, DAVID REGINALD	DAYSTAR DELIVERY SERVICES LLC	DAYSTAR DELIVERY SERVICES INC	
411	09004115	HAWKINS, KERRY	DELIVERIES UNLIMITED INC.		
412	09004122	MCKINNEY, DEWAYNE KELLY			
413	09004139	CHANEY, DEWAYNE WELDON	STEVENSON FINANCIAL GROUP INC.		
414	09004146	BUFFKIN, DICKIE E.			
415	09004153	MOORE, JAMES RICHARD	DICK'S DELIVERY SERVICE		
416	09004160	CARISTO, DOMINIC			
417	09004177	ARMSTRONG, DON	DON ARMSTRONG INC		
418	09004184	SATTERWHITE, DONALD	SATTERWHITE ENTERPRISES INCORPORATED		
419	09004191	SMITH, DONALD			
420	09004207	HILL, DONNIE CHARLES			
421	09004214	PRUITT, DOUGLAS KENNETH	DOUGLAS DELIVERY INC.		
422	09004221	SWEETSER, DOUGLAS			
423	09004238	GRIEVE, DUSTIN ANDREW			
424	09004245	LANCASTER, DWIGHT E.			
425	09004252	BAKER, EDWARD LANE			
426	09004269	SHUTZE, ERIC DEAN	EDS DISTRIBUTING, INC.		
427	09004276	LOPEZ, EVA LUZ	ELTL ENTERPRISES	ELTL ENTERPRISES INC	
428	09004283	BAILEY, ERIC RENELLE	ONE TIME LLC	ONE TIME ERIC, INC.	
429	09004290	SYKES, ERNEST CLAUDE	GRANDDADDY'S TRUCKS, INC.		
430	09004306	FINNEGAN, TIMOTHY CHARLES	FINNEGAN LOGISTICS INC		
431	09004313	CALDWELL, FRED			
432	09004320	WRIGHT, FRED			
433	09004337	MCMILLAN, GARRY MOORE	MACE HD, INC		
434	09004344	ANDERSON, GARY G.	GLA, INC.		
435	09004351	GREEN, BRUCE ELLIS	GREEN INC		
436	09004368	HUMPHRIES, HAROLD DWAYNE	TAYLOR & HUMPHRIES, INC		
437	09004375	HUMBLE, HAROLD E.	HUMBLE ROAD INC		
438	09004382	HENLEY, ANDREW PRASIT	HENLEY TRANSPORT INC.		
439	09004399	HIRONS, PETER JOHN	HIRONS ENTERPRISE INC.		
440	09004405	HUGHES, MARK	HUGHES DELIVERY INC.		
441	09004412	LAMBERT, JAMES WILLIE	JAGS EXPRESS LLC	JAG'S EXPRESS INC	

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442	09004429	CAPPS JR., JAMES ALVIN			
443	09004436	KUSI, VICTOR			
444	09004443	BARNETT JR., JAMES W.			
445	09004450	MICHAEL, JAMES WALTER	GROUNDHOG EXPRESS, INC		
446	09004467	EBERT, JAMIE JOSEPH	EBERTS PICKUP AND DELIVERY INC		
447	09004474	SMITH, JASON ANTHONY	J&L SMITH ENTERPRISES INC		
448	09004481	VEALS, JASON	VEALS DELIVERY INC.		
449	09004498	BYERS, JEFF L.			
450	09004504	SAFRIT, JEFFREY L			
451	09004511	ROJAS, JEFFREY			
452	09004528	TURNER, JEFFREY S			
453	09004535	LINDLEY, LESTER O'NEIL	JESS DELIVERIES INC.		
454	09004542	WOOD, DIANE JO	JETT BAY INC		
455	09004559	PEARSON, JAMES MICHAEL	JMC GROUP INC.		
456	09004566	GALLAGHER, JOHN	GALLAGHER, INC.		
457	09004573	SEAL, JOHN P			
458	09004580	DOUGLAS, JOHN PATRICK			
459	09004597	HEATH JR., JOHN ROBERT			
460	09004603	LEE, JON DAVID			
461	09004610	ADAMS, JONATHAN LOUIS			
462	09004627	WALDRON, JONATHAN			
463	09004634	MURPHY, JOSEPH L.	MURPH PACKAGING & SHIPPING , CORPORATION		
464	09004641	KNIGHT, JEFFREY R.	JUST DELIVERS, INC.		
465	09004658	COOKE, KELLEY L.			
466	09004665	STEPHENS, DEWAYNE			
467	09004672	LEWIS, KENNETH			
468	09004689	DAY, KEVIN TERRELLE			
469	09004696	LYLE, KEVIN SCOTT	KS LYLE ENTERPRISES INC		
470	09004702	WALLACE, LOUIS	L WALLACE DELIVERIES LLC		
471	09004719	BROWN, LESTER THOMAS	BROWN'S DELIVERY SERVICE, INC		
472	09004726	LUFUNGULA, MANGALA	LAMANNE EXPRESS		
473	09004733	STEHLEY, MARK			
474	09004740	NASSIF, MARKHAM BOYD	MARKBY ENTERPRISE INC.		
475	09004757	MARTIN, ROGER D	DALE MARTIN COMPANY, INC.		
476	09004764	BARROWMAN, MARTY THOMAS			
477	09004771	CLARK, MATTHEW			
478	09004788	QUICK, MICHAEL EUGENE			
479	09004795	RAMOS, MICHAEL W.			
480	09004801	WEATHERSBE, MICHAEL	MCKEF, INC.		
481	09004818	LEWIS, MONTRELL			
482	09004825	MOON, SHAWN MICHAEL	MOON ASSOCIATES OF NC INC		
483	09004832	STEPHENSON JR., JOHNNY ROBERT	MOONLIGHT TRANSPORT INC.	JP GROUND, INC	
484	09004849	HOLLIFIELD, KENNETH	MT. RIDGERUNNER INC.		
485	09004856	ABELLA, NELSON ROCAMORA			
486	09004863	RIVERAOZUNA, ROBERTO	OZUNA INC		
487	09004870	PRESTON, JOSEPH E.	PRESTON PRECEPTS LLC	PRESTON PACKAGES INC	
488	09004887	RICKS, RONALD POOLE	RPOOLE LLC	NTB INC.	
489	09004894	RAMSEUR, JEFFREY C.	RAMSEUR ENTERPRISES INC.		
490	09004900	HUSKEY, RANDALL RAY	HUSKEY PACKAGE DELIVERY, INC.		

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Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
491	09004917	NICKERSON, RANDY	RANDY WAYNE, INC		
492	09004924	LONG, RAY	RHL ENTERPRISES, INC.		
493	09004931	DIAMOND, ROBERT J.	GLMCC, INC.		
494	09004948	PRAYER, RODNEY	PRAYER ENTERPRISES, INC		
495	09004955	DAVIS, ROGER LEE			
496	09004962	HOWARD, RON	RONNLYNN'S, INC.		
497	09004979	LOPEZ, JOSE ANGEL	SALINAS LLC	SALINAS CARRIERS INC	
498	09004986	ROBINSON, SAMMY PRESTON	PRESTON SERVICES, INC.		
499	09004993	BENNETT, SHADY W.	S&CBENNETT TRUCKING		
500	09005006	TIMBERLAKE, SHIELA KAY			
501	09005013	SHEIKH, KHALID M	SHIINE INC		
502	09005020	SHURLAND, HAYDEN LINDSAY	SHURLAND INC		
503	09005037	SLATTERY, MICHAEL	SLATPACK TRANSPORT INC.		
504	09005044	SMITH, CHARLES A	SMITTY ENTERPRISES LTD INC		
505	09005051	POWELL, SPENCER	SPENCER POWELL TRUCKING, INC.		
506	09005068	RIGGINS, TOMMY	T&C DELIVERY INC.		
507	09005075	PINE, CHRISTIAN WILLIAM	TAEP INC.		
508	09005082	KNIHNICKI, TERENCE TODD	KNICK"S INC		
509	09005099	BOWDEN, TIMOTHY ISSAC	TIB TRUCKING INC.		
510	09005105	DANIELS, TODRE DEVALLE			
511	09005112	AMMONS, TONY			
512	09005129	JOSE, VICTOR			
513	09005136	OBAMBO, JOSEPH OKOTH	VICTORIA OAKS INC		
514	09005143	HINTON, WARREN			
515	09005150	GLOVER, WENDELL	GLOVER EXPRESS COMPANY INC.		
516	09005167	WHITLEY, JIMMY	WHITLEY TRUCKING, INC.		
517	09005174	WILSON, LAWRENCE A.	WIGIT'S DELIVERY SERVICE INC.		
518	09005181	SPIVEY, WILLIAM C.			
519	09005198	FAUCETTE, WILLIAM JASON	J & S DELIVERY OF NC INC		
520	09005204	LOFTIN, JAMES DAVID	WINROOT INC.		
521	09005211	YOUNG, LARRY K.	BLT OF NEW BERN INC.		
522	09005228	ADAMS, JOHN E.	317 INCORPORATED		
523	09005235	ROBERTSON, AARON WILLIE			
524	09005242	AGEE, GARY	AGEE TRUCKING, INC.		
525	09005259	CARR, ALBERT	CARR'S COURIER INC.		
526	09005266	CLARK, ANDREW			
527	09005273	HELWIG, ANDREW	HELWIG & CIARAMELLA, INC.		
528	09005280	GRISWOLD, ANTHONY RUSSELL			
529	09005297	LAPIANA, ANTHONY CHARLES	HURRICANE TROPPIY INC	NOOK AND DIDS INCORPORATED	
530	09005303	ASHBY, DANIEL	ASHBY DELIVERY INC.		
531	09005310	WOFFORD, BLAKE ANTHONY	B.A. WOFFORD INC.		
532	09005327	CURTIS, BARRY			
533	09005334	ROBINSON, BARRY JOSEPH			
534	09005341	DRENNAN, LORI KAY	BLACKTHORN LLC	BLACKTHORN GROUND INC.	
535	09005358	LANCASTER, BRIAN G.			
536	09005365	WOODBY, BRIAN LUCAS			
537	09005372	WHITE, BRIAN MATHESON			
538	09005389	BROWN, DERRICK LAMONT	BROWN CARRIERS LLC	BROWN CARRIERS INC.	TRIAD TEAMS INC
539	09005396	CLARK, BRYAN	BRYAN CLARK, INC.		

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Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
540	09005402	PATTESON, CHARLES	C & D PATTESON, INC.		
541	09005419	CALDWELL, VANESSA HARGROVE	CALDWELL EXPRESS INC		
542	09005426	CHAMBERLAIN, ERIC P	CHAMBO LLC	CHAMBO OF NC INC	
543	09005433	ABEL, CHARLES			
544	09005440	BRYAN, CHARLES			
545	09005457	MORRISON, CHARLES			
546	09005464	CHATFIELD, DONALD	CHATFIELD ENTERPRISES, INC		
547	09005471	WILLIAMS, CHRISTOPHER TERRILL			
548	09005488	MARWEDE, CHRISTIAN JOHN			
549	09005495	CAIRNES, CLYDE O.			
550	09005501	FREEMAN, COLBY WEBSTER			
551	09005518	CONKLIN, CHAD ROBERT	CONKLIN EXPRESS INC		
552	09005525	COX, ROXANN LEATH	COX RIGGING INC	MOUNTAINSIDE DELIVERY, INC.	
553	09005532	COLBERT, CRYSTAL	C & C LOGISTICS INC.		
554	09005549	IDDINGS, DANIEL ALLEN	B & S EXPRESS INC.		
555	09005556	GODWIN, DANIEL	D.P. GODWIN INC.		
556	09005563	SMITH, DANIEL RUDOLPH			
557	09005570	PARKER, DAVID			
558	09005587	SHEARER, DAVID A.			
559	09005594	BANKS, DAVID	SEMINARY TOO, INC		
560	09005600	CORSAKY, DAVID			
561	09005617	DEPEW, DAVID			
562	09005624	LAIL, DAVID GLENN			
563	09005631	KOZUP, DAVID J.			
564	09005648	HURLBUTT, DAVID MADOX	DAVID M HURLBUTT INC		
565	09005655	GAY, DONALD			
566	09005662	GRAHAM, MICHAEL	DOUBLE O DISTRIBUTION, INC.		
567	09005679	CRANDELL, DWAYNE			
568	09005686	EAGLE, ROY L.	EAGLE WINGS PACKAGING SERVICE, INC.		
569	09005693	SCHAFER, ERIC	SCHAFER BROS. INC.		
570	09005709	MCMULLEN, FLOYD ALLEN			
571	09005716	HAMPTON, FRANCES EVANS			
572	09005723	PETTIGREW, GARRY			
573	09005730	CASE, GARY			
574	09005747	FERREIRA, GARY			
575	09005754	STEFFEN, GAVIN LEE			
576	09005761	HOLLIFIELD, GEORGE RUSSELL			
577	09005778	EARNHARDT, GERALD MONROE	GERALD EARNHARDT INC		
578	09005785	MCCASLAND, JAMES STANTON	GGMTS INC	WMAB INC.	
579	09005792	EVANS, GRANT GUTHRIE			
580	09005808	NOBLE, DAVID BLAIR	GREEN BEAR ENTERPRISES LLC		
581	09005815	RHYNE, GREGORY			
582	09005822	COBB, CHRISTOPHER MERRITT	GROUND LOGISTICS LLC	GROUND LOGISTICS INC.	
583	09005839	ELLIS, CAMERON BLAKE	H. C. C. TRUCKING INC.		
584	09005846	LEONARD, HAROLD	LEONARD DELIVERY SERVICE INC.		
585	09005853	NIELSEN, JON	J.A. NIELSEN UNLIMITED INC		
586	09005860	JOYNER, JACK			
587	09005877	FIGGS, JAMES A.	J.A.FIGGS INC		
588	09005884	RHINEHART, JAMES ERIC	DOUBLE R EXPRESS SERVICES INC		

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Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
589	09005891	BOYD, JAMES J			
590	09005907	KASERMAN, JAMES R.	KASERMAN MORGAN INC		
591	09005914	ROUSE, JAMES			
592	09005921	COOK, JANE			
593	09005938	PITT, JASPER			
594	09005945	SHERRILL, JAY H.	J&S DELIVERY INC		
595	09005952	HOLLOMAN, WILLIAM H	JAYBEE INC.		
596	09005969	RANES, JEFF			
597	09005976	ZIMMERMAN, JEFF	RAIDER EXPRESS, INC		
598	09005983	BELLEMER, JENNIFER			
599	09005990	PALLMANN, JEREMIAH MICHAEL			
600	09006003	MOSER, JOHN	J M MOSER, INC.		
601	09006010	HUFFAKER, JOHN E.			
602	09006027	ANDERSON, JOHNNIE			
603	09006034	BROWN, JOHNNY DEAN			
604	09006041	VANDERLEY, JAN J	JSCV ASSOCIATES LLC.	JSCV EAGLES INC.	
605	09006058	KEITH FISHER INC.	KEITH FISHER INC.		
606	09006065	BAIN, KENNETH WAYNE			
607	09006072	HAWKINS, KEVIN BRICE			
608	09006089	STRICKLIN, KEVIN CLIFTON	UNITED TRUCKING OF CAROLINAS INC.		
609	09006096	FORT, KURT D.			
610	09006102	BETHEA, LATONYA COLEMAN	T&A LOGISTICS, INC		
611	09006119	BREWER, LLOYD A			
612	09006126	CRAIN, LONNIE SCOTT			
613	09006133	LEWIS, LORENZO TERENCE	LEWIS TRUCKING, INC.		
614	09006140	NAJARRO, LUIS ARMANDO	A&V TRANSPORT LLC	A&V TRANSPORT OF GREENSBORO, INC	
615	09006157	WARREN, LYLE TRUETT	WARREN DELIVERIES, INC		
616	09006164	GUDLAUGSSON, MAGUS			
617	09006171	WARREN, MARK	PL WARREN ENT OF GSO INC.		
618	09006188	HALL JR., MARVIN THOMAS			
619	09006195	HARRELL, MARVIN	HARRELL SHIPPING INC		
620	09006201	MASHBURN, MARTY NEWELL	MASHBURN INC.		
621	09006218	VOGLER, MATTHEW TAD	MTV TRUCKING LLC	MTV TRANSPORT INC	
622	09006225	LETTERMAN, MICHAEL ANTHONY			
623	09006232	CAMERON, MIKE			
624	09006249	HAYES, MICHAEL			
625	09006256	CALDWELL, MICHAEL HOUSTON			
626	09006263	MURPHY, MICHAEL J.			
627	09006270	BARROWS, SCOTT E	MUGGOTTI INC.		
628	09006287	FORD, JERRY LEE	N.C. LOGISTICS INC.		
629	09006294	MITCHELL, PAUL	P.F.M. PRODUCTIONS INC.		
630	09006300	PENLEY, BRIAN KEVIN	PEN-EX LLC		
631	09006317	LALONE, PHILIP			
632	09006324	LAVENDER, RICHARD CARSON	R & L DELIVERY INC.		
633	09006331	QUINO SR., RAUL MILTON	QUINO SERVICES INC.		
634	09006348	JONES, STEPHEN	RAZOR TRANSPORTATION INC		
635	09006355	MURRAY, RICHARD D.	RDM SERVICES		
636	09006362	SAULS, REBECCA			
637	09006379	WINSTANLEY, RICHARD			

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638	09006386	COOPER, RICK	COOPER3 LLC	COOPER3 INC	
639	09006393	PASCHAL, RICKY			
640	09006409	YORRO, NICHOLAS JOHN	RIDE SYLVA, LLC		
641	09006416	LANICH, RONALD JOSEPH			
642	09006423	THORN, RYAN WAYNE	R & J TRANSPORT OF NC, INC.		
643	09006430	LIZAK, STEVE L.	S.L. LIZAK ENTERPRISES INC.		
644	09006447	SPENCE, SELWYN NATHANIEL	SPENCE HOME DELIVERY, INC		
645	09006454	MOFFITT, LISA MARIE	SENSING-MOFFITT P&D INC.		
646	09006461	BONSU, SETH	USNOB INC		
647	09006478	WHITESIDE, SHARON B.			
648	09006485	PENNIX, SHAWN EVERETT			
649	09006492	SETZER, SHAWN			
650	09006508	YODI, SHEMA			
651	09006515	NEELY, STEPHEN SCOTT			
652	09006522	WRIGHT, STEVE			
653	09006539	PRO, STEVEN RAUL			
654	09006546	SUSSMAN, DAVID	SUSSMAN CORP.		
655	09006553	REAVES, TERRY F.	T & K SERVICES, INC.		
656	09006560	WARNER, JAMES A.	TERRY WARNER & ASSOC LTD		
657	09006577	PATRICK JR., TOMIE	TH PATRICK TRANSPORTATION INC		
658	09006584	WOODS, TIMOTHY W.			
659	09006591	WHITE, TIMOTHY MARCUS	TMW SERVICES INC.		
660	09006607	SIMPSON, TYSON LEON	SIMPSON, TYSON	TNJ MOTOR AND FREIGHT INC	
661	09006614	GOLD, TRUDY DIANE	TGOLD, INC.		
662	09006621	WHITSON, CHRISTOPHER SEAN			
663	09006638	DUDLEY, WILBERT E	IT'S IN THE BOX LOGISTICS, INC		
664	09006645	WILKIE, MARCUS CHARLES	WILKIE INCORPORATED		
665	09006652	YOUNG IV, WILLIAM C			
666	09006669	DOREY, WILLIAM CLAYTON			
667	09006676	MCCALL, WILLIAM MARCUS	M&M ENTERPRISES OF HIGH-POINT, INC.		
668	09006683	ODHAM, WILLIAM R.	ODHAMS TRUCKING COMPANY INC.		
669	09006690	CARPENTER, MATTHEW COLAR	MC FREIGHT EXPRESS LLC	PARRISH DELIVERY, INC	HAMMER FREIGHT INC.
670	09006706	NASCIMENTO, PAULO SERGIO	ALPHA DISTRIBUTION LLC	ALPHA DISTRIBUTION INC	
671	09006713	QUEEN, DAVID RAY	QUEEN PROPERTIES LLC	CRESCENT HOLDING COMPANY INC.	
672	09006720	FARRINGTON, DAMION JAMES	FARRINGTON FREIGHT , INC.		
673	09006737	PRICE, RODNEY	DELIVERY SPECIALIST INC.		
674	09006744	BENTON, ELIJAH L	DIAMOND KEY INC	DIAMOND KEY INC.	
675	09006751	BRANCH, HERBERT LEON	DING DOCTOR INC.	L & H PACKAGE SERVICE LLC	
676	09006768	WALSH, EDDIE JOE			
677	09006775	REYNOLDS, FERREL			
678	09006782	POLLARD, GARY K.	GKP MOSS INC		
679	09006799	PEELER, GERALD	GRP TRUCKING INC.		
680	09006805	ROBBINS, DENNIS EARL	GROUND EXPRESS INC		
681	09006812	ROBINSON, JOHN T.	J&T ROBINSON ENTERPRISES INC.		
682	09006829	BEARDSLEE, JAY W	LONGHORN LOGISTICS, INC.		
683	09006836	NAYLOR, JEFF	PACKAGES PLUS	PACKAGES R US, INC.	
684	09006843	SCHWARTZ, JEFFREY R			
685	09006850	HENKLE, SAMUEL	KCS ENTERPRISES INC		
686	09006867	SWANN, JAMES	B'MAC MOTOR FREIGHT INC.		

Exhibit A: NC Class List

Count	RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3
687	09006874	MOORE, LANDON	MADDY INC.		
688	09006881	BANKS, SHERRY LYNN	MAND S BANKS INC	M AND S BANKS INC.	
689	09006898	NORTON, MARK ANTHONY	YMM DELIVERY INC.		
690	09006904	VAUGHN, MICHAEL A.	VAUGHN'S TRUCKING INC		
691	09006911	PAYNE, MICHAEL	MP SQUARE INC		
692	09006928	BUCHANAN, TERESA L.	MSJ ENTERPRISES LLC	GOLD STAR DELIVERY INC	
693	09006935	SANDLIN, SHERMAN EDWARDS	WEEKEND DANCE PARTY INC		
694	09006942	GODFREY, BRIAN HENRY	TAG DELIVERY LLC	TAG DELIVERY	
695	09006959	MCKEE, THOMAS JOSEPH	THOMAS J. MCKEE AND ASSOCIATES, , INC.		
696	09006966	HESTER, CARL C	CARL & CHARLES DELIVERY SERVICES, INC		
697	09006973	NIXON, CHARLES	CMN DELIVERY SERVICE, INC		
698	09006980	SILVA, RICARDO NUNES			
699	09006997	WEISS, TODD			
700	09007000	THOMPSON, ERNEST			
701	09007017	BAILEY, MARK W			
702	09007024	BOBBITT JR., WILLIAM			
703	09007031	BACH, TIMOTHY EDMUND			
704	09007048	BUNTING, KENNETH C.			
705	09007055	DAVIS, CHARLES R	JTR XPRESS INC		
706	09007062	CLUBB, JONATHON			
707	09007079	WHITE, ALAN EUGENE	ALAN WHITE INC.		